



# APPLICATION INSTRUCTIONS COMMERCIAL USE AUTHORIZATION

OMB Control No. 1024-0268  
Exp. Date: 08/31/2016

**The following explanations correspond directly with the numbered items on the Application Form. Please read this entire document prior to completing the application. Include the nonrefundable application fee when submitting this application.**

1. Enter the service you are proposing to provide. These are the services which are currently approved in the park:
  - Guided camping, backpacking, hiking, skiing, snowshoeing, mountaineering, fishing, sightseeing, rock climbing, fitness, camping & outdoor education, and driving tours.
2. Respond "No" or list other parks where you will be providing this service.
3. Enter the legal name of your business. If you have a secondary name under which you are doing business (d.b.a.), please enter that name also.
4. Give the name(s) of persons designated as Authorized Agents for your business. This may include the on-site general manager responsible for day to day operations.
5. Provide contact information for both the main season and the off-season. Over the term of your authorization, it may be necessary to contact you to obtain or share information. Your contact information may also be published in the NPS Commercial Services Directory.
6. Check the box that identifies your type of business.
7. If the state in which you operate or the state where your business is domiciled requires a state business license, provide the license number and year of expiration.
8. Provide your Employer Identification Number (EIN). The Debt Collection Improvement Act of 1996 requires us to collect an EIN or Social Security Number (SSN). The NPS will not collect SSNs, only EINs. The EIN is issued by the Internal Revenue Service. You may receive a free EIN at <http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/How-to-Apply-for-an-EIN>. We will use the EIN that you provide as needed to collect debts.
9. Provide proof of General Liability Insurance naming the United States of America, National Park Service, as additionally insured in the amounts designated in the application.
10. NPS Management Policy prohibits employees of the NPS and their spouses and minor children from acquiring or retaining any authorization for conducting commercial services in a park area.
11. If your business or business owners or current employees or proposed employees have been convicted or are currently under charges for violation of State, Federal, or local law or regulation in the last 5 years, please give details (does not include minor traffic tickets).
12. Include payment of the Application/Administrative Fee.
13. Please sign and date your application. If the person SIGNING this application is not an Authorized Agent for the business, proof of signing authority must accompany this application.

**Lassen Park Entrance Fees**

A vehicle pass is required for all vehicles entering park. This payment is due upon arrival of entering the park.

**If you are a CUA holder the rates are as follows:**

**\$10 Vehicle Pass** - Valid for 7 days at Lassen Volcanic National Park. Any vehicle 15 passenger seats or less.

**\$5 Individual Entry Pass** - Per person entrance fee for a visitor traveling on foot, bicycle, motorcycle, or for individuals traveling together in a vehicle as a non-commercial, organized group. Valid for 7 days at Lassen Volcanic National Park.

\*\*Intergency and annual passes are not valid for entrance with commercial groups

**If you are not a CUA holder and enter as a commercial driving tour the rates are as follows:**

Capacity Fees (based on passenger capacity):

1-6 - \$25 plus \$5 per person (no charge for driver)

7-15 - \$50

16-25 - \$60

26+ - \$150

Pass is valid for the day of purchase and the next six days for a vehicle carrying the same group of passengers. A commercial tour is defined as consisting of one or more persons traveling on an itinerary that has been packaged, priced, or sold for leisure or recreational purposes by an organization that realizes financial gain through the provision of the service. The entry fees of commercial tours are based upon the total seating capacity of vehicles regardless of the actual number of passengers.

**Additional Information:**

The National Park Service has terms and conditions on all commercial service agreements. The following terms and conditions will apply to all Commercial Use Authorizations. There may be additional terms and conditions based on the services provided. These may include but are not limited to limits to locations, times, group size, and employee licenses and certifications.

**CONDITIONS OF THIS AUTHORIZATION**

1. The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 CFR 2.32(a)(3)].
2. The holder shall exercise this privilege subject to the supervision of the park area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. The commercial services described above are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area Superintendent.
3. This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (holder), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the (holder) in connection herewith, and the (holder) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
4. Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall be at least \$1,000,000 and naming the United States of America, as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
5. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the holder. Administrative costs and estimated costs for activities onsite must be paid when the authorization is approved. If any additional costs are incurred by the park, the holder will be billed at the conclusion of the authorization.
6. Benefit – Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be

construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.

7. This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
9. The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
10. The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the park area Superintendent.
11. The holder is to provide the park area Superintendent upon request (and, in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the park area Superintendent may request, including but not limited to, visitor use statistics and resource impact assessments.
12. The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America and the Government Accountability Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.
13. Executive Order 13658 – Establishing a Minimum Wage for Contractors, and its implementing regulations, including the applicable contract clause, are incorporated by reference into this contract as if fully set forth in this contract. The applicable contract clause is available at <https://federalregister.gov/a/2014-23533>.

## **APPENDIX**

### **SPECIAL PARK CONDITIONS**

### **COMMERCIAL USE AUTHORIZATION**

#### ***DEFINITIONS:***

**{Holder}**: For the purpose of this Authorization the word "Holder" shall include employees and/or agents of the company issued this Authorization.

**{Authorization/Permit}**: The terms "Authorization" and "Permit" shall be used interchangeably in reference to the Commercial Use Authorization.

**{Commercial Transportation}**: For the purpose of this Authorization the term "Commercial Transportation" shall mean the transportation by the Holder of any customer, by any motor vehicle owned

and/or operated by the Holder within areas of Lassen Volcanic National Park, whether, or not, it is incidental to the commercial operation.

**{Backpacking/Backpacker}:** For the purpose of this Authorization the term(s) “Backpacking” and or “Backpacker” refer to the use of the backcountry by any person or group for trips which occur overnight and where a Lassen Volcanic Wilderness Permit is required.

**{Day Hike/Day Hiker/Hiker}:** For the purpose of this Authorization the term(s) “Day Hike”, “Day Hiker” and or “Hiker” refers to the use of the front country and/or backcountry by any person or group for day trips only, and where a Lassen Volcanic Wilderness Permit is not required.

**{Front country}:** For the purpose of this Authorization the term front country is defined as those areas and trails that are inside of developed areas, such as road side vistas or developed visitor facilities and/or walkways

***This permit is only applicable for, use of the area(s), the activities and terms designated in this permit. This permit is not valid until signed by the superintendent or authorized agent thereof.***

- A. Compliance – The Holder shall exercise this privilege subject to the supervision of the superintendent, and shall comply with all applicable laws and regulations of the area and terms and conditions of the Authorization.
- B. Health & Sanitation – The Holder will comply with applicable public health and sanitation standards and codes.
- C. Use Limits – It is expressly understood that the superintendent may impose public use limits based upon his authority stated in Title 36 of the Code of Federal Regulations, Section 1.5
- D. Acknowledgement – In accepting this Authorization, the Holder acknowledges that the proposed activity, in order to qualify for a Commercial Use Authorization (CUA), must bear a direct relationship to the purpose for which the park was established; *for example*, visitor understanding and enjoyment of the park. Even though the activity may be primarily recreational in nature, the Holder agrees to provide time, stops, and talks to accurately explain the natural ecosystems, history and culture within the park, to their clientele.
- E. Business/Revenue Base – It is understood that the Holder shall not develop a business based on revenues generated through visiting Lassen Volcanic National Park.
- F. Solicitation – This Authorization does not permit the Holder to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States.
- G. Advertising – Advertising for the authorized activity (CUA) shall not state or imply endorsement by the National Park Service or Lassen Volcanic National Park.

Commercial photography or commercial filming, within the park, may require a separate filming permit and must be approved by the superintendent.

- H. Employee Training/Skills – Guides must be a minimum of eighteen (18) years old. The Holder shall ensure that their Guides possess the knowledge, skills and experience necessary to safely lead groups on day or overnight trips into the park. The Guides must have experience in the areas in which they guide. Guides, leading clients into the park must understand the hazards involved and be properly trained and prepared for conditions and situations, which may be encountered.
- I. Additional Permits – It is the responsibility of the Commercial Tour Operator to obtain any additional permits for activities not covered under this CUA.
- J. Entry Fees – Holder agrees to pay all applicable entrance fees in effect at the time of arrival at the park entrance station or designated fee collection site. The charge for park entry fees is five dollars per person over the age of 16 entering individually or ten dollars per vehicle and allows for a seven (7) day visit. Attempting to avoid payment of appropriate fees is a violation of federal law. Any attempt at fee fraud will result in the revocation of this Authorization and the Holder will be subject to criminal prosecution.
- K. Harassment of NPS Employees – Any harassment and/or threats to any National Park Service employee by the Holder will result in the suspension and/or revocation of this Authorization.
- L. Safety – The Holder shall take every reasonable precaution to ensure the safety of its clients, its employees, other park visitors, and park employees
- M. Damage – The Holder shall pay the United States Government for any damage(s) resulting from this special use which would not reasonably be inherent in the use which the Holder is authorized to make, as described in this Authorization.
- N. Carry Permit – The Holder is required to carry a valid copy of this Authorization while operating within the park.
- O. Addition of Clients – Additional customers may not be added to the tour while the Holder is in the park.
- P. Supervision/Compliance – The Holder shall train its employees and educate its clients to ensure that the park's geological, biological, historical and archeological resources are not disturbed. The Holder is responsible for informing its employees and clients of park regulations and assuring compliance on full service trips.

**Regarding Supervision/Compliance: Common regulations include, but are not limited to the following.**

- a. *Protection of Natural Resources & Cultural Artifacts (Historic and Prehistoric)* – Holder will not allow employees or clients to disturb or remove any natural and/or historic and/or cultural artifacts in the park including arrowheads, rock mortars, glass bottles/jars or similar artifacts. Rocks, flowers, plants and parts of plants (alive or dead) as well as other natural resources may not be removed.
- b. *Campsites/Campfires – Camping* is prohibited within one hundred (100) feet of a trail, flowing stream, river or any body of water. Wood fires are prohibited except in front country campgrounds and developed areas. Holder will leave campsite clean.
- c. *Construction* – No structures may be built, including rock walls, trenches, cairns or fire rings.
- d. *Food Storage* – Food must be stored properly in approved containers and may not be left unattended at any time. *The Holder must use approved food storage containers during all overnight wilderness trips, no matter the elevation.*
- e. *Sanitation* – The disposal of human waste within one hundred (100) feet of a water source, high water mark of any body of water, or a campsite, or within sight of a trail is prohibited. (This includes dry stream beds and receding lakeshores.)
- f. *Removal of Trash and Refuse* – All articles that are transported into the park by the Holder must be transported out of the park. This includes all refuse and trash.
- g. *Mechanized Equipment* – Wilderness Area regulations prohibit the use of mechanized equipment.
- h. *Rafts and Float tubes* – The Holder will not transport rafts, float tubes or other floatation devices into the wilderness.
- i. *Feeding Wildlife* – park regulations prohibit the feeding or disturbing of any wildlife in Lassen Volcanic National Park. Holder will enforce this rule with its clients.
- j. *Controlling Clients* – The Holder shall ensure that clientele and vehicles do not obstruct vehicular or pedestrian traffic on roads, trailheads or along trails. The Holder will be responsible for controlling clients at those places where the tour travels in the park. This will include keeping clients from walking in posted sensitive areas, where resource destruction may result. The Holder shall share the roads and trails with other groups ranging from private/commercial hikers to private/commercial stock user. The Holder is expected to exercise courtesy and sound judgment to avoid and alleviate risks when encountering other groups and stock.
- k. *Fireworks* – Possession and/or use of fireworks is prohibited in the park.
- l. *Audio Disturbances* – *The Holder will not transport external speaker audio devices, such as AM/FM radios and/or cassette/CD players. Devices used with personal headphones/earplugs are allowed.*
- m. *Cell Phones* – Except in the case of an emergency, the Holder should discourage the use of cell phones in areas where other hiker's wilderness experience might be negatively impacted

by the use.

- Q. Group Size** –The following public use limits are established for hiking group size:
- Day hiking groups are limited to 20 people on all park trails.
  - Overnight backpacking groups are limited to 10 people
  - Groups larger than the allowed maximum from any one organization may not meet and congregate. All groups shall maintain a minimum of ½ mile distance apart.
  - Any groups traveling off-trail (day hiking or overnight backpacking) are limited to 10 people.

*NOTE: The superintendent has determined that user group size limitations are required to prevent resource degradation such as trail widening, multiple trail development, dust abatement & social trails; and protect the individual visitor experience.*

- R. Mitigation** – The Holder shall be responsible for costs associated with mitigation of resource impacts. The Holder is responsible for the employee/guide knowing, understanding and following all park regulations, and for their awareness and practice of *Leave No Trace* principles.
- S. Caches** – Equipment or food caches shall not be maintained within Lassen Volcanic National Park. Food must be properly stored and not left unattended for more than 24 hours, at which time property is considered abandoned and may be confiscated.
- T. Visitor Information** – Information provided through tour leaders, brochures, literature or advertising will insure that the information that is provided to park clientele is accurate and reflects the most current information available to depict park flora, fauna, culture and history. (Information may be found on the internet at <http://www.nps.gov/lavo>.)
- U. Equipment Inspection** – Holder shall ensure equipment used in the authorized activity, including vehicles, shall be inspected to ensure that it is mechanically sound and in safe operating condition before each trip. Inspection documents, recording when equipment was placed into service, when equipment was inspected and/or repaired and who inspected it, will be maintained by the Holder and will be made available for park inspection upon request.
- V. Emergency/Safety Plan** – The CUA Holder shall provide the park with an Emergency/Safety Plan to include such things as risk assessment, hazard mitigation, contingency alternatives, medical and evacuation procedures.
- W. Emergency Medical Response** – The Holder shall have at least one guide per group who is trained and currently certified in Cardio Pulmonary Resuscitation (CPR certification by either Red Cross or American Heart Association will be accepted). At least one guide per group must also hold a minimum certification of Standard First Aid. A copy of current certificates must be provided to the National Park Service. The tour leader will carry and maintain a readily accessible kit for emergency medical care of sufficient size and use for the number of persons in the group.



- X.** Report of Injury – The Holder is required to make a report of ANY serious personal injury and/or property damage incident occurring within the park involving Holder vehicles, clientele, and/or employees. The report must be made at the first available opportunity before leaving the park. A report will consist of a verbal description of the incident given to a Park Ranger, at the nearest Ranger Station. The Holder must cooperate with any investigation of the incident by the National Park Service.
- Y.** Search and Rescue Cost Recovery – The Holder shall assume all costs incurred by the National Park Service associated with rescues, evacuations and/or searches for lost/injured/deceased persons participating in trips guided by the Holder and resulting from the Holder's negligence.
- Z.** Wilderness Use Permits – Permits for backcountry camping must be obtained separately from this Authorization. Lassen Volcanic Wilderness Permits are required for all commercial users of the Lassen Volcanic Wilderness who begin overnight backcountry trips at Lassen Volcanic trailheads.
- AA.** Schedule – The CUA Holder shall provide the park with a schedule of classes, including the hours and class dates, and will notify the park's Permit Coordinator of any changes immediately.
- BB.** Parking – This CUA does not guarantee, reserve, or otherwise give preference for parking, and no vehicles used in conjunction with activities authorized by this CUA may be driven or temporarily left in any areas not authorized for motor vehicle travel. Parking is restricted to areas permissible to the general visiting public.
- CC.** Permit Renewal – The Holder shall give written notice of his/her intent to renew the Authorization for the next calendar year. The notification must be received in this office by December 1.

Annual Report – The Holder shall submit an annual report, which summarizes total in-park visitor use and includes gross revenues for the year. Report forms are due January 31.



# APPLICATION FORM COMMERCIAL USE AUTHORIZATION

OMB Control No: 1024-0268  
Exp. Date: 08/31/2016

DEPARTMENT OF THE INTERIOR  
National Park Service  
Lassen Volcanic National Park  
Attention: Revenue and Fee Business Coordinator  
PO Box 100  
Mineral, CA 96063  
530-595-6120

**IMPORTANT:** Before completing this application, please refer to the Application Instructions to verify that the service you are proposing is an approved commercial service. If the service you wish to provide is **not** listed on the table of approved commercial visitor services, contact us at the number above. Please submit your application fee of \$175.00 with this application.

Some parks have minimum requirements for businesses that offer services to visitors relating to the safety and welfare of the visitors and protection of the resources. These requirements may include documentation of first aid training, an emergency response plan, limits to group size, etc.

- (1) **Service for which you are applying**  
(See list of approved services in the attached instructions)

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- (2) **Will you be providing this service in more than one park?** Yes \_\_\_\_ No \_\_\_\_ **If yes, list all.**

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- (3) **Applicant** (Legal Business Name and DBA)

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- (4) **Authorized Agents** (Owner and any onsite person authorized to manage the operation)

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- (5) **Mailing Address:**

**PRIMARY CONTACT INFO** (Dates at this address \_\_\_\_\_)

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**ALTERNATE CONTACT INFO** (Dates at this address \_\_\_\_\_)

If same as "Primary Contact Info", check here ☐ and go to number (6).

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

(6) **What is your Business Type** (Please check one below):

☐ Sole Proprietor

☐ Partnership (Print the names of each partner. If there are more than two partners, please attach a complete list of their names.)

(Name \_\_\_\_\_)

(Name \_\_\_\_\_)

☐ Corporation: (State: \_\_\_\_\_ Entity Number \_\_\_\_\_)

☐ Limited Liability Corporation: (State: \_\_\_\_\_ Entity Number \_\_\_\_\_)

☐ Non-Profit (Please attach a copy of your IRS Ruling or Determination Letter)

☐ Other (Specify)

(7) **State Business License Number:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

(8) **Employer Identification Number (EIN)** \_\_\_\_\_

(9) **Insurance and Vehicles**

Provide proof of insurance. The CUA operator must maintain General Liability insurance naming the United States of America, National Park Service as an **additional insured**. Minimum coverage amount is \$300,000 per occurrence. Some activities will require increased coverage, see Park-Specific instructions. Auto Liability insurance is also required at a minimum coverage amounts described below.

Number of Passengers	Minimum per Occurrence Liability Limits
Single Purpose Activities (includes day and overnight hiking, photography and art classes, bicycling, and group camping.)	\$500,000
Up to 5 passengers	\$300,000
6 to 12 passengers	\$500,000
13 to 20 passengers	\$750,000
Over 21 passengers	\$1,500,000

Will your business operate vehicles (car, truck, van, bus, taxicab, boats, aircraft etc.) within NPS boundaries\_\_\_\_? ☐ Yes ☐ No ☐

If "yes," please give a description of each vehicle. Use additional paper if necessary. All vehicles are required to be registered and the operators are required to have the licenses to operate them commercially as required by law or regulation.

MAKE OF VEHICLE	MODEL	YEAR	MAX # PASSENGERS	OWN	LEASE

MAKE OF WATERCRAFT	MODEL	LENGTH	MAX # PASSENGERS	OWN	LEASE

**(10) NPS Employment**

Are you, your spouse, or minor children employed with the National Park Service?

☐ Yes ☐ No ☐ If Yes, please complete below:

Employee: \_\_\_\_\_

Title \_\_\_\_\_

Park and Office where employed: \_\_\_\_\_

**(11) To your knowledge, have you, your company, or any current or proposed employees been convicted or fined for violations of State, Federal, or local law within the last 5 years? Are you, your company, or any current or proposed employees now under investigation for any violations of State, Federal, or local law or regulation? See instructions**

Yes ☐ No ☐ If "yes", please provide the following information. Attach additional pages if necessary.

Date of violation or incident under investigation: \_\_\_\_\_

Name of business or person(s) charged: \_\_\_\_\_

Please identify the law or regulation violated or under investigation:

\_\_\_\_\_

Please identify the State, municipality, or Federal agency that initiated the charges:

\_\_\_\_\_

Additional Detail (optional) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Results) Action Taken by Court \_\_\_\_\_

(12) **FEE:** Please include the Application/Administrative fee as outlined in the Park-Specific instructions.

(13) **Signature:** False, fictitious or fraudulent statements of representations made in this application may be grounds for denial or revocation of the Commercial Use Authorization and may be punishable by fine or imprisonment (U.S. Code, Title 18, Section 1001). All information provided will be considered in reviewing this application. Authorized Agents must attach proof of authorization to sign below.

*By my signature, I hereby attest that all my statements and answers on this form and any attachments are true, complete, and accurate to the best of my knowledge.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**PAPERWORK REDUCTION ACT STATEMENT:** In accordance with the Paperwork Reduction Act (44 U.S.C. 3501), please note the following. This information collection is authorized by The Concession Management Improvement Act of 1998 (16 USC 5966). Your response is required to obtain or retain a benefit in the form of a Commercial Use Authorization. We will use the information you submit to evaluate your ability to offer the services requested and to notify the public what services you will offer. We estimate that it will take approximately 2.5 hours to prepare an application, including time to review instructions, gather and maintain data, and complete and review the proposal. We may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid Office of Management and Budget control number. You may submit comments on any aspect of this information collection, including the accuracy of the estimated burden hours and suggestions to reduce this burden. Send your comments to: Information Collection Clearance Officer, National Park Service, 1849 C Street NW, Mail Stop 2601, Washington, D.C. 20240.